



102419832

3-31-03

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**WACHOVIA BANK, NATIONAL ASSOCIATION**  
(Formerly know as First Union National Bank), as  
Administrative Agent

- ☐ Individual(s) ☒ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☐ Other

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other **Release of Security Interest**

Execution Date: Effective December 18, 2002

2. Name and address of receiving party(ies)

Name: **Thalia Products, Inc.**

Internal Address:

Street Address: **2381 Executive Center Drive**

City: **Boca Raton** State: **FL** Zip: **33431**

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State **Delaware**  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

Additional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)  
**SEE ATTACHED SCHEDULE A**

B. Trademark Registration No.(s)  
**SEE ATTACHED SCHEDULE A**

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41).....\$ **240.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

**11-0860**

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Christine P. James**

Name of Person Signing

Signature

Date

3/25/03

0 /14/03 03 6TON1 00000140 75922585 Total number of pages, including cover sheet, attachments, and document: **8**

0 FC:0:21 40.00 OP  
0 FC:0:22 200.00 OP

# SCHEDULE "A"

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
11/17/2000 11/17/2000	2151/0016 2150/0701	HAND HELPER	75/922,585
11/17/2000 11/17/2000	2151/0016 2150/0701	HLT	75/917,352
11/17/2000 11/17/2000	2151/0016 2150/0701	HLT and Design	75/921,811
11/17/2000 11/17/2000	2151/0016 2150/0701	HOME HELPER	76/035,160
11/17/2000 11/17/2000	2151/0016 2150/0701	HOME LINKING TECHNOLOGY	75/917,355
11/17/2000 11/17/2000	2151/0016 2150/0701	Miscellaneous Design	75/919,594
11/17/2000 11/17/2000	2151/0016 2150/0701	THALIA	75/898,150
11/17/2000 11/17/2000	2151/0016 2150/0701	THINKING AND LINKING INTELLIGENT APPLIANCES	76/035,162
11/17/2000 11/17/2000	2151/0016 2150/0701	TIME HELPER	75/919,595

# TERMINATION AND RELEASE OF SECURITY INTEREST

## IN CERTAIN PATENT AND TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 1<sup>st</sup>, 2002, from Wachovia Bank, National Association (formerly known as First Union National Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Thalia Products, Inc., a Delaware corporation with its principal place of business located at [Address] (the "Grantor").

### WITNESSETH:

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement, dated as of July 20, 1998, among the Grantor, among others, and the Agent (the "Collateral Agreement"), the Grantor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Patent Collateral and Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to various Patent and Trademark Security Agreements (collectively, the "Security Agreements"), the Grantor reaffirmed its intent to grant a Security Interest to the Agent in certain scheduled Patent Collateral and Trademark Collateral;

WHEREAS, each Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on the Recordation Dates and at the Reel and Frame Numbers set forth in Schedule A; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral and Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral and Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: a) The term "Patent Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference to the Collateral Agreement and the relevant Security Agreement.

b) The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference to the Collateral Agreement and the relevant Security Agreement.

2. Release of Security Interest: a) The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

b) The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release  
by its duly authorized officer as of the date first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION  
(formerly known as FIRST NATIONAL UNION BANK),  
as Administrative Agent

By: 

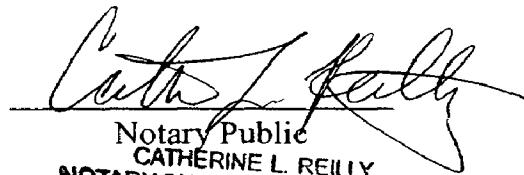
Name: Joel Thomas

Title: Director

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

SS.:

On this 13 day of December, 2002, before me personally appeared Joel Thomas to me known who, being by me duly sworn, did depose and say that he is a Director of WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK), described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK).



Notary Public  
CATHERINE L. REILLY  
NOTARY PUBLIC, State of New York  
No. 01RE6081117  
Qualified in New York County  
Commission Expires September 30, 2006

(Affix Seal Below)

Schedule A

Pending U.S. Patent Applications

<b>Security Agreement Recordation Date(s)</b>	<b>Reel/Frame Numbers</b>	<b>Title</b>	<b>Application Number</b>
11/17/2000 11/17/2000	11117/0137 11113/0649	Appliance Communication and Control System and Appliances for Use in Same	09/482,789
11/17/2000 11/17/2000	11117/0137 11113/0649	Appliance Communication and Control System and Appliances for Use in Same	09/676,710
11/17/2000 11/17/2000	11117/0137 11113/0649	Clock	29/130,271
11/17/2000 11/17/2000	11117/0137 11113/0649	Mixer	09/678,826
11/17/2000 11/17/2000	11117/0137 11113/0649	Power Line Communication System and Method	09/534,914
11/17/2000 11/17/2000	11117/0137 11113/0649	Table Clock	29/116,815

Pending U.S. Trademark Applications

<b>Security Agreement Recordation Date(s)</b>	<b>Reel/Frame Numbers</b>	<b>Title</b>	<b>Application Number</b>
11/17/2000 11/17/2000	2151/0016 2150/0701	HAND HELPER	75/922,585
11/17/2000 11/17/2000	2151/0016 2150/0701	HLT	75/917,352
11/17/2000 11/17/2000	2151/0016 2150/0701	HLT and Design	75/921,811
11/17/2000 11/17/2000	2151/0016 2150/0701	HOME HELPER	76/035,160
11/17/2000 11/17/2000	2151/0016 2150/0701	HOME LINKING TECHNOLOGY	75/917,355
11/17/2000 11/17/2000	2151/0016 2150/0701	Miscellaneous Design	75/919,594
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11/17/2000 11/17/2000	2151/0016 2150/0701	TIME HELPER	75/919,595